



JERSEY CITY STATE COLLEGE

2839 KENNEDY BOULEVARD

JERSEY CITY, NEW JERSEY 07305

OFFICE OF THE VICE PRESIDENT  
FOR ACADEMIC AFFAIRS  
AND PROVOST

RECEIVED JUN 27 1990

Ms. Hilda Rosario  
Executive Director  
ASPIRA of New Jersey, Inc.  
390 Broad Street  
Newark, New Jersey 07102

Dear Ms. Rosario,

For your review and signature, I have enclosed two copies of your new contract for the period beginning July 11, 1990 and ending July 11, 1992. The contract reflects changes approved by the Board of Directors at its June 19, 1990 meeting. Please return one signed copy to me for the files.

Further, this letter authorizes payment to you of a one-year, \$1,500 performance bonus which was also approved by the Board. The bonus is independent of salary and therefore not built into your base salary.

On behalf of Dr. Elsa Nuñez-Wormack and the entire Board of Directors I wish to congratulate you on your accomplishments as ASPIRA's Executive Director and look forward to working with you over the next two years.

Sincerely,

*Carlos Hernández*

Carlos Hernández  
Vice President for Academic  
Affairs and Provost

CH/mms

Enc.

cc: Dr. Elsa Nuñez Wormack

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") made as of the 11th day of July, 1990  
by and between ASPIRA, INC. OF NEW JERSEY, a New Jersey Corporation  
(hereinafter the "Company"), and HILDA ROSARIO  
(hereinafter the "Employee").

WITNESSETH THAT:

WHEREAS, the Company desires to hire Employee as its Executive  
Director, and Employee desires to serve as the Company's Executive  
Director, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and of the  
respective covenants and agreements herein contained, the parties hereby  
agree as follows:

1.0 Agreement to Employ.—The Company hereby agrees to employ  
Employee as its Executive Director, and Employee hereby agrees to serve  
the Company as its Executive Director, subject to the terms and  
conditions of this Agreement.

2.0 Term.—The term of this Agreement shall commence on the date  
hereof and shall expire on July 11, 1992 unless sooner terminated  
pursuant to the provisions of Section 6 hereof.

3.0 Duties.--

3.1 Employee shall serve as Executive Director of the Company and shall exercise such powers and perform such duties, not inconsistent with her position, as shall be assigned to her from time to time by the Company's board of directors, including, but not limited to, program planning and development, fund raising activities, proposal development, hiring, training and supervising the Company's personnel, preparing budgets and overseeing the daily operation of the Company's facilities in Newark, Jersey City and Paterson, New Jersey. In the performance of her duties as Executive Director, Employee shall be given appropriate assistance and help by the board of directors.

3.2 During the term of her employment, Employee shall devote substantially all of her business time, attention, expertise and efforts to the business and affairs of the Company.

3.3 Employee shall serve the Company faithfully and to the best of her ability under the direction and control of its board of directors and its authorized agents.

4.0 Compensation.--

4.1 Salary.--For all services rendered by Employee pursuant to this Agreement, the Company shall pay to Employee the following salary: for the first twelve months of this Agreement, an annual base salary of \$45,000 for the second twelve months of this Agreement, an annual base

salary of \$47,250. All salary shall be payable in bi-weekly installments, or at such other frequency as shall be consistent with the Company's practices with other administrative or executive employees.

Payment of salary shall be subject to normal employee deductions and withholding.

4.2 Bonus.—In further consideration for Employee's services rendered pursuant to this Agreement, the Company may, but shall have no obligation to, pay Employee such additional performance bonus payments at such times and in such amounts as the Company's board of directors may direct. Employee's performance will be evaluated on the basis of a work-plan which Employee shall prepare, in conjunction with the Company's board of directors, and which the board of directors must approve. Employee will be evaluated by the board of directors twice a year, at mid-year and at year-end, and bonus payments, if any will be based on the year-end evaluation and on the availability of funds. Such payments, if any, shall be subject to normal employee deductions and withholding.

4.3 Retirement Benefits.—The Company shall enter into an annuity program, which meets the requirements of section 403(b) of the Internal Revenue Code of 1954, as amended, covering Employee and under which the Employee's contributions to the annuity program will be matched by the Company, up to 3% of the Employee's compensation.

4.4 Fringe Benefits.—Employee shall be entitled to participate in all fringe benefit programs of the Company in the same manner and on the same basis as the other executive employees of the Company.

4.5 Educational and Professional Development Stipend.--During each of the first two years of this Agreement the Company shall pay, or reimburse Employee for, the cost (including registration fees, travel and room and board expense) of educational and professional development courses or seminars taken or attended by Employee, up to a maximum cost of \$2500 for the first year of this Agreement and a maximum cost of \$2500 for the second of this Agreement. If the educational and professional stipend for a given year is not completely used during such year, such stipend may not be used in a later year. The choice of courses or seminars, and the number of courses and seminars, shall be in the sole discretion of the Employee.

5.0 Vacations.--Employee shall be entitled to one week of paid vacation for each full calendar quarter during the term of her employment, such paid vacation to be taken at such time or times as shall be mutually convenient to her and the Company. Employee shall be entitled to accumulate up to, but not exceeding, Five weeks of paid vacation at any one time.

6.0 Termination of Employment.--

6.1 Termination for Cause.--Notwithstanding the provisions of section 1.0, Employee's employment may be terminated by the Company for cause upon 30 days prior written notice to Employee. Such notice shall be (i) hand-delivered to Employee or (ii) mailed by certified mail, return receipt requested, to Employee's last known address, and shall specify the reasons for such termination. Termination "for cause"

includes, but is not limited to, incompetence or neglect of duties over a significant period of time, dishonesty in the performance of duties, disloyalty to the Company, conviction for acts of moral turpitude, or a material breach of any provision of this Agreement. In the event of termination for cause, the Company shall pay to Employee the salary that she otherwise would have received up through the date of termination only; provided, however, that the Company shall have the right at any time to pay Employee her full salary for the notice period and to terminate Employee's employment without prior notice immediately upon such payment of her salary.

6.2 Termination Upon Death.—Employee's employment hereunder shall be terminated upon Employee's death, without any obligation to make any further payments hereunder other than salary payments payable through the date of termination.

6.3 Termination Upon Disability.—If Employee becomes so disabled as to be unable to continue to perform her duties under this Agreement, the Company shall pay to Employee her salary at her then current rate for the first 90 consecutive days of the period of disability, reduced by any amounts received by Employee from the State of New Jersey during the same period on account of the disability. After a period of disability of 90 days, the Company may at its option terminate Employee's employment and shall thereupon have no further obligation to pay compensation to Employee.

6.4 Resignation.--Notwithstanding the provisions of Section 1.0, Employee may terminate her employment at any time during the term of this Agreement without the Company's consent, upon 90 days prior written notice to the Company. In that case, Employee shall not be entitled to any additional compensation or bonuses for the time after which she ceases to be employed by the Company.

7.0 Severability.--If any provision of this Agreement is deemed invalid in any respect under applicable law, the provision shall, if possible, be enforced to the extent reasonable under the circumstances. To the extent that the provision or any part of the provision remains unenforceable, it shall be deemed not to constitute part of the Agreement. In any case, the remaining provisions of this Agreement shall not be affected, and shall remain valid and be enforced to the full extent allowed by law.

8.0 Governing Law.--This Agreement shall be governed and interpreted in all respects in accordance with the laws of the State of New Jersey.

9.0 Amendment.--The provisions of this Agreement can be modified or amended only by a writing signed by both Employee and the Company.

10.0 Acknowledgment by Employee.--Employee represents and acknowledges that she has carefully reviewed all of the terms and obligations contained in this Agreement, and that she understands fully the nature of such terms and obligations.

IN WITNESS WHEREOF, the parties hereto have duly executed this  
Agreement as of the day and year first above written.

Hilda Rosario  
Hilda Rosario

ASPIRA, INC. OF NEW JERSEY

By: Blanca Fawcett

ASPIRA, Inc. of New Jersey  
390 Broad Street  
Newark, New Jersey 07104

DIRECTOR OF DEVELOPMENT

Job Description  
Effective April 1, 1991

- Write general operating request letters to current and prospective funding sources;
- Write proposals to foundations currently providing funding to ASPIRA and prospective funding sources;
- Maintain a tickler file;
- Prepare proper correspondence to foundations, corporations, government agencies, and individuals (e.g., thank you letters, updated information, financial reports, etc.)
- Write membership letters to individuals for funding 3 to 4 times annually;\*
- Coordinate production of newsletter and annual report;\*
- Write press releases for special events;\*
- Plan and coordinate special events (Luncheons, Alumni Dances, Dinners, Receptions, etc.)\*
- Supervise the production of the program journal;\*
- Prepare proper follow-up to special events;\*
- Prepare development and fund raising documents for the Board of Directors;
- Work with the Fiscal Office and the Programs Director when reports are due to funding sources;
- Take on other appropriate assignments as assigned by the Executive Director.

\*Currently being conducted by the Development Consultant (Denise Byrne).

EMPLOYMENT AGREEMENT

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W I T N E S S E T H      T H A T :

WHEREAS, the Company desires to hire Employee as its Executive Director, and Employee desires to serve as the Company's Executive Director, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements herein contained, the parties hereby agree as follows:

1.0 Agreement to Employ.--The Company hereby agrees to employ Employee as its Executive Director, and Employee hereby agrees to serve the Company as its Executive Director, subject to the terms and conditions of this Agreement.

2.0 Term.--The term of this Agreement shall commence on the date hereof and shall expire on July 11, 1992      unless sooner terminated pursuant to the provisions of Section 6 hereof.

3.0 Duties.--

3.1 Employee shall serve as Executive Director of the Company and shall exercise such powers and perform such duties, not inconsistent with her position, as shall be assigned to her from time to time by the Company's board of directors, including, but not limited to, program planning and development, fund raising activities, proposal development, hiring, training and supervising the Company's personnel, preparing budgets and overseeing the daily operation of the Company's facilities in Newark, Jersey City and Paterson, New Jersey. In the performance of her duties as Executive Director, Employee shall be given appropriate assistance and help by the board of directors.

3.2 During the term of her employment, Employee shall devote substantially all of her business time, attention, expertise and efforts to the business and affairs of the Company.

3.3 Employee shall serve the Company faithfully and to the best of her ability under the direction and control of its board of directors and its authorized agents.

4.0 Compensation.--

4.1 Salary.--For all services rendered by Employee pursuant to this Agreement, the Company shall pay to Employee the following salary: for the first twelve months of this Agreement, an annual base salary of \$45,000 for the second twelve months of this Agreement, an annual base

salary of \$47,250. All salary shall be payable in bi-weekly installments, or at such other frequency as shall be consistent with the Company's practices with other administrative or executive employees. Payment of salary shall be subject to normal employee deductions and withholding.

4.2 Bonus.--In further consideration for Employee's services rendered pursuant to this Agreement, the Company may, but shall have no obligation to, pay Employee such additional performance bonus payments at such times and in such amounts as the Company's board of directors may direct. Employee's performance will be evaluated on the basis of a work-plan which Employee shall prepare, in conjunction with the Company's board of directors, and which the board of directors must approve. Employee will be evaluated by the board of directors twice a year, at mid-year and at year-end, and bonus payments, if any will be based on the year-end evaluation and on the availability of funds. Such payments, if any, shall be subject to normal employee deductions and withholding.

4.3 Retirement Benefits.--The Company shall enter into an annuity program, which meets the requirements of section 403(b) of the Internal Revenue Code of 1954, as amended, covering Employee and under which the Employee's contributions to the annuity program will be matched by the Company, up to 3% of the Employee's compensation.

4.4 Fringe Benefits.--Employee shall be entitled to participate in all fringe benefit programs of the Company in the same manner and on the same basis as the other executive employees of the Company.

4.5 Educational and Professional Development Stipend.--During each of the first two years of this Agreement the Company shall pay, or reimburse Employee for, the cost (including registration fees, travel and room and board expense) of educational and professional development courses or seminars taken or attended by Employee, up to a maximum cost of \$2500 for the first year of this Agreement and a maximum cost of \$2500 for the second of this Agreement. If the educational and professional stipend for a given year is not completely used during such year, such stipend may not be used in a later year. The choice of courses or seminars, and the number of courses and seminars, shall be in the sole discretion of the Employee.

5.0 Vacations.--Employee shall be entitled to one week of paid vacation for each full calendar quarter during the term of her employment, such paid vacation to be taken at such time or times as shall be mutually convenient to her and the Company. Employee shall be entitled to accumulate up to, but not exceeding, Five weeks of paid vacation at any one time.

6.0 Termination of Employment.--

6.1 Termination for Cause.--Notwithstanding the provisions of section 1.0, Employee's employment may be terminated by the Company for cause upon 30 days prior written notice to Employee. Such notice shall be (i) hand-delivered to Employee or (ii) mailed by certified mail, return receipt requested, to Employee's last known address, and shall specify the reasons for such termination. Termination "for cause"

includes, but is not limited to, incompetence or neglect of duties over a significant period of time, dishonesty in the performance of duties, disloyalty to the Company, conviction for acts of moral turpitude, or a material breach of any provision of this Agreement. In the event of termination for cause, the Company shall pay to Employee the salary that she otherwise would have received up through the date of termination only; provided, however, that the Company shall have the right at any time to pay Employee her full salary for the notice period and to terminate Employee's employment without prior notice immediately upon such payment of her salary.

6.2 Termination Upon Death.--Employee's employment hereunder shall be terminated upon Employee's death, without any obligation to make any further payments hereunder other than salary payments payable through the date of termination.

6.3 Termination Upon Disability.--If Employee becomes so disabled as to be unable to continue to perform her duties under this Agreement, the Company shall pay to Employee her salary at her then current rate for the first 90 consecutive days of the period of disability, reduced by any amounts received by Employee from the State of New Jersey during the same period on account of the disability. After a period of disability of 90 days, the Company may at its option terminate Employee's employment and shall thereupon have no further obligation to pay compensation to Employee.

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10.0 Acknowledgment by Employee.--Employee represents and acknowledges that she has carefully reviewed all of the terms and obligations contained in this Agreement, and that she understands fully the nature of such terms and obligations.

IN WITNESS WHEREOF, the parties hereto have duly executed this  
Agreement as of the day and year first above written.

Hilda Rosario

Hilda Rosario

ASPIRA, INC. OF NEW JERSEY

By: F. Hernandez

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") made as of the 11th day of July 1988 by and between ASPIRA, INC. OF NEW JERSEY, a New Jersey Corporation (hereinafter the "Company"), and HILDA ROSARIO (hereinafter the "Employee").

W I T N E S S E T H      T H A T :

WHEREAS, the Company desires to hire Employee as its Executive Director, and Employee desires to serve as the Company's Executive Director, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements herein contained, the parties hereby agree as follows:

1.0 Agreement to Employ.--The Company hereby agrees to employ Employee as its Executive Director, and Employee hereby agrees to serve the Company as its Executive Director, subject to the terms and conditions of this Agreement.

2.0 Term.--The term of this Agreement shall commence on the date hereof and shall expire on July 11, 1990      unless sooner terminated pursuant to the provisions of Section 6 hereof.

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3.1 Employee shall serve as Executive Director of the Company and shall exercise such powers and perform such duties, not inconsistent with her position, as shall be assigned to her from time to time by the Company's board of directors, including, but not limited to, program planning and development, fund raising activities, proposal development, hiring, training and supervising the Company's personnel, preparing budgets and overseeing the daily operation of the Company's facilities in Newark, Jersey City and Paterson, New Jersey. In the performance of her duties as Executive Director, Employee shall be given appropriate assistance and help by the board of directors.

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4.0 Compensation.—

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salary of \$42,000. All salary shall be payable in bi-weekly installments, or at such other frequency as shall be consistent with the Company's practices with other administrative or executive employees. Payment of salary shall be subject to normal employee deductions and withholding.

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IN WITNESS WHEREOF, the parties hereto have duly executed this  
Agreement as of the day and year first above written.

Hilda Rosario

Hilda Rosario

ASPIRA, INC. OF NEW JERSEY

By: Hilda Rosario

Approvals:

Margaret Rosario-Rivera - Chairperson

Date

Elvin Crespo, Esq. - Vice Chair of Finance

Date

In addition, but not part of the severance package you will receive a \$4,000.00 merit (bonus) check payable to you on July 13, 1992, for contract year ending July 11, 1992.

Copy to:  
Carmen Sanchez

Step II: A supervisory meeting which will be arranged to advise the employee of her/his unsatisfactory performance and suggested areas for improvement.

A formal record of the supervisor's meeting shall be retained in the employee's personnel file which will include:

- a. Specific deficiencies observed in the employee's performance;
- b. Necessary improvement;
- c. A re-evaluation period;
- d. Further action to be taken if unsatisfactory job performance continue.

Step III: If the employee continues to exhibit unsatisfactory work performance, Executive Director may seek the termination of the employee.

#### 4. Terminal Pay

All employees who leave the employment of ASPIRA, Inc. of New Jersey for any reason will receive all pay which may be due them with the following qualifications:

- a. All regular employees who have completed a year with the Agency will be paid for all vacation leave accumulated.
- b. Regular employees who are dismissed will be given two (2) week notice pay. Grossly violative conduct of the Agency's rules and regulations will not entitle the employee to two weeks notice pay.
- c. Regular employees who fail to provide two (2) weeks prior notice of intention to discontinue employment will forfeit their accrued vacation pay.

Executive staff must provide 60 days notice to be eligible for accrued vacation pay.

- d. All employees intending to discontinue employment must submit an exit report. Criteria for the preparation of an exit report will be provided by the immediate supervisor and/or the Executive Director.

APPENDICES

ASPIRA, INC. OF NEW JERSEY  
EXECUTIVE OFFICE  
REQUEST FOR LEAVE WITH PAY

Vacation	Jury Duty	Compensatory Time
Sick Leave	Personal Time	Emergency Leave
NAME: _____		CENTER/PROJECT: _____
TITLE: _____		DATE: _____
TOTAL TIME REQUESTED: _____		FROM: _____ TO: _____
Approved by: _____		Immediate Supervisor _____
		Executive Director _____

Specify reasons for request where applicable:

Please be sure to enclose any applicable certificates and/or documents.

ASPIRA, INC. OF NEW JERSEY  
EXECUTIVE DIRECTOR

ORIENTATION RELEASE FORM

NAME: \_\_\_\_\_ CENTER: \_\_\_\_\_

POSITION: \_\_\_\_\_ DATE OF HIRING: \_\_\_\_\_

I hereby state that my immediate supervisor  
\_\_\_\_\_ has provided  
me with all relevant information as required  
by the Personnel Policy Manual: Section II 3:b:p6  
Orientation Program.

In the same manner, I have discussed the responsibilities and duties of my job description and have accepted the conditions and requirements thus presented.

\_\_\_\_\_

Employee's Signature & Date

b. Educational Leave

At the discretion of the Executive Director, educational leave may be granted if the educational pursuit is job related and said leave does not adversely impact the Agency.

F. Termination of Employment

1. Involuntary Separation

An employee may be terminated for the following reasons:

a. Lack of Work

Whenever the amount of work no longer justifies maintaining an employee position, the Agency will exhaust possibilities of transfer and/or reassignment.

In the event there is no possibility of retaining the employee, the Executive Director will provide two (2) weeks prior advance notice regarding the employee's anticipated separation.

b. Reduction or Elimination of Funds

Whenever the Agency experiences a reduction of funds or elimination of programs and has exhausted possibilities of transfer, and/or reassignment, the Executive Director will provide two (2) weeks prior advance notice regarding the employee's anticipated separation.

c. Expiration of Agreement

Whenever employees are hired to perform specific tasks within a specified period, the Executive Director will provide two (2) weeks prior notice to the employees regarding the anticipated separation.

2. Voluntary Resignation

An employee is required to provide to her/his supervisor at least two (2) weeks prior notice of the employee's intention to discontinue employment with the Agency.

Employees in Executive level positions must provide at least two (2) months prior notice of their intention to discontinue employment. Said notice must be given to the Executive Director who will subsequently schedule an exit conference with the employee.

A letter of resignation must indicate the effective date.

All resignations are subject to the conditions as enumerated in Section F.2.p 20.

3. Dismissal

Supervisors are required to carefully document all recommendations for dismissal. The documentation will include, but not be limited to, the periodic employee's performance appraisal.

a. Grounds for Immediate Dismissal

Employees are subject to dismissal for the following:

- (1) Inefficiency: Poor quality of work; poor job performance;
- (2) Irregular attendance: Frequent unexcused absence or tardiness; excessive absenteeism;
- (3) Misconduct: Violations of policies contained in this Manual;
- (4) Insubordination;
- (5) Found to be under the influence of, or in possession of alcohol and/or illegal drugs while on duty;
- (6) Conviction of any criminal act or offense, which would affect the employee's ability to perform her/his functions;
- (7) Any improper behavior, flagrant action or malfeasance impacting on the image of the Agency;
- (8) Theft or misappropriation of the Agency's property.

b. Dismissal Process

The dismissal process is to be carried out in accordance with the following procedure:

Step I: A verbal warning which will be documented in the Personal Record and/or in the EPA.